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7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 In re

11 Adv. No. 2:13-ap-01695-TD

12 PETER PEDRAM ETESAMNIA

13 Case No. 2:12-bk-43661-TD

14 Defendant.

15 Chapter: 7

16 KOUROSH MALEKAN, an individual,  
17 Plaintiff,

18 **PLAINTIFF'S OPPOSITION TO  
DEFENDANT'S MOTION TO DISMISS  
PLAINTIFF'S SECOND AMENDED  
ADVERSARY COMPLAINT;  
DECLARATION OF A. DAVID  
YOUSSEFYEH**

19 v.

20 **Hearing**  
Date: November 12, 2014

21 PETER PEDRAM ETESAMNIA, an  
individual.

22 Time: 10:00 a.m.

23 Defendant.

Courtroom: 1345

1 **TABLE OF CONTENTS**  
2  
3

<b>INTRODUCTION.....</b>	<b>1</b>
<b>PROCEDURAL HISTORY .....</b>	<b>3</b>
<b>LEGAL ARGUMENT .....</b>	<b>4</b>
A. <b>PLAINTIFF'S COMPLAINT SUFFICIENTLY STATES A CLAIM .....</b>	<b>4</b>
1. <b>The Legal Standard In General .....</b>	<b>4</b>
2. <b>The Legal Standard For Alleging Fraud.....</b>	<b>4</b>
3. <b>Plaintiff Has Sufficiently Met These Standards.....</b>	<b>5</b>
B. <b>PLAINTIFF HAS SUFFICIENTLY STATED HIS CLAIMS UNDER 11 U.S.C             SECTION 523a(2)(A), 523a(2)(B), 523a(3)(B); AND 523a(6) .....</b>	<b>6</b>
C. <b>LEAVE TO AMEND SHOULD BE GRANTED .....</b>	<b>10</b>
<b>CONCLUSION .....</b>	<b>10</b>

## **INTRODUCTION**

Plaintiff respectfully submits Defendant's Motion to Dismiss should be denied, and in the interest of justice, he should be allowed to proceed with this case on the merits.

This case involves Defendant's fraudulent misrepresentations to Plaintiff, during a period of more than two years, at personal meetings, at restaurants and their respective residences, to get Plaintiff to lend money to Defendant and also "invest" in phantom businesses. Specifically, Defendant used certain "projects" as a front to get Plaintiff to loan to, and invest with, him and/or entities he was running, and in doing so, among other things, he misrepresented the amount of funds actually needed, he misrepresented the "profitability" of the projects, he misrepresented the "status" of the projects, and he misrepresented his ability, knowledge and contacts in rolling out these alleged "projects." Instead, Defendant took Plaintiff's moneys and invested them in other ventures (including paying rent for his other businesses, purchasing antiques and rugs for his other businesses, etc.), used them to buy personal goods, *i.e.* Rolex watches, and used them for personal trips. To the extent he used any of Plaintiff's funds towards other "projects," he converted the end results for his own use – *i.e.* for any dies or sculptures he caused to be made, or purchased silver, for making coins – he took them for himself personally and/or sold them for his own personal gain – all the while leading Plaintiff on with false reports and updates as Plaintiff was taking care of his father dying from cancer.

This is not a case of an investment gone bad – this is a case of Defendant’s false representations to make Plaintiff part with his money for loans and “business ventures” that were nothing more than fronts. Defendant’s actions were not just fraudulent, but also willful and malicious. Further, when Defendant filed for bankruptcy, he failed to list Plaintiff as a claimant, thereby depriving him of notice.

At this juncture of the case, Defendant has Answered the State Court Complaint without contesting the sufficiency of the allegations, and the parties are now proceeding with discovery. See Exhibit 1 to Declaration of David Youssefeyeh (“DY Decl.”). Further, Plaintiff’s Motion for Good Faith Settlement on his \$100,000 settlement with the co-

Defendants of Defendant was just approved by the State Court, and as part of the settlement, Plaintiff obtained additional documents and facts which have bearing on the claims against Defendant; for example, Plaintiff has learned Defendant improperly used Plaintiff's moneys that he obtained through fraud towards the payment of an investment property in Arizona, as well as other entities, including one called International Mint. See Exhibit 2 to DY Decl. Significantly, none of these funds and properties which Defendant held was accounted for in his bankruptcy filings. To the extent the Second Amended Complaint may not be deemed sufficient, Plaintiff respectfully seeks leave to amend to include the additional facts it is in the process of unearthing.

Plaintiff further respectfully requests that alternatively, the Court stay this Adversary Action pursuant to the Court's July 22, 2013 Order that:

Movant may proceed in the non-bankruptcy forum to final judgment (including any appeals) in accordance with applicable nonbankruptcy law, notwithstanding the automatic stay or the Defendant's discharge. The dischargeability status of the claims of Movant against the Defendant will be decided at a later time by the bankruptcy court following final judgment on the underlying state court case, pursuant to Movant's non-dischargeability complaint filed against Defendant on or about July 17, 2013.<sup>1</sup> Said nondischargeability complaint will be temporarily stayed by this Court pursuant to separate order in that proceeding, pending final judgment in the state court action.

See Exhibit 3 to DY Decl. (emphasis added).

Plaintiff has been damaged from Defendant's fraudulent actions, and simply seeks the opportunity to resolve the State Court action on the merits, while requesting the Court stay the Adversary Action pursuant to the Court's Order.

<sup>1</sup> On August 8, 2013, Defendant filed an Answer to the Adversary Action, and later, on March 10, 2014, the Court denied Defendant's Motion to Dismiss the Adversary Complaint. See Exhibits 4 and 5 to DY Decl.

## **PROCEDURAL HISTORY**

Plaintiff's current State Court Action is progressing to discovery, and Plaintiff's Motion for Good Faith Settlement for his settlement of \$100,000 with Defendant Etesamnia's co-Defendants was just granted. Exhibit 2.

At the hearing on Plaintiff's Motion for Relief From the Automatic Stay with respect to the State Court Action, significantly, on July 22, 2013, this Court ordered that:

Movant may proceed in the non-bankruptcy forum to final judgment (including any appeals) in accordance with applicable nonbankruptcy law, notwithstanding the automatic stay or the Defendant's discharge. The dischargeability status of the claims of Movant against the Defendant will be decided at a later time by the bankruptcy court following final judgment on the underlying state court case, pursuant to Movant's non-dischargeability complaint filed against Defendant on or about July 17, 2013.<sup>2</sup> Said nondischargeability complaint will be temporarily stayed by this Court pursuant to separate order in that proceeding, pending final judgment in the state court action.

See Exhibit 3 to DY Decl. (emphasis added).

In response, on August 20, 2013, Defendant filed an Answer in the State Court action, and did not dispute the sufficiency of the Complaint. Exhibit 1 to DY Decl. Further, on October 8, 2013, Defendant also filed an Answer to the Adversary Complaint. Exhibit 4 to DY Decl. Although the Adversary Case was stayed pursuant to the Court's Order, nevertheless, Defendant proceeded to file a Motion to Dismiss, which the Court denied on March 10, 2014. Exhibit 5 to DY Decl.

<sup>2</sup> On August 8, 2013, Defendant filed an Answer to the Adversary Action, and later, on March 10, 2014, the Court denied Defendant's Motion to Dismiss the Adversary Complaint. See Exhibits 4 and 5 to DY Decl.

## LEGAL ARGUMENT

**A. PLAINTIFF'S COMPLAINT SUFFICIENTLY STATES A CLAIM**

## **1. The Legal Standard In General**

In considering whether to dismiss a case for failure to state a claim, the issue before the Court is not whether the claimant will ultimately prevail, but whether the claimant is entitled to offer evidence to support the claims asserted. *Gilligan v. Jamco Dev. Corp.*, 108 F. 3d 246, 249 (9th Cir.1997) (granting of dismissal reversed). When evaluating a Rule 12(b)(6) motion, the Court must accept all material allegations in the complaint as true and construe them in the light most favorable to the non-moving party. *Moyo v. Gomez*, 32 F.3d 1382, 1384 (9th Cir.1994) (granting of dismissal reversed); *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1098 n.1 (9th Cir. 2009) (granting of dismissal reversed); *Sanders v. Kennedy*, 794 F. 2d 478, 481 (9th Cir.1986) (granting of dismissal reversed); *Braden v. Wal-Mart Stores, Inc.*, 588 F.3d 585, 596 (8th Cir. 2009) (“The district court correctly noted that none of these allegations directly addresses the process by which the Plan was managed. It is reasonable, however, to infer from what is alleged that the process was flawed;” the court “fail[ed] to draw reasonable inferences in favor of the nonmoving party as is required.”).

## **2. The Legal Standard For Alleging Fraud**

A plaintiff alleging fraud must “state with particularity the circumstances constituting fraud or mistake.” Fed.R.Civ.P. 9(b). Thus, a pleading “is sufficient under Rule 9(b) if it identifies ‘the circumstances constituting fraud so that the defendant can prepare an adequate answer from the allegations.’” *Gottreich v. San Francisco Investment Corp.*, 552 F.2d 866, 866 (9th Cir.1977) (fraud sufficiently pled); SKEDKO, *supra*.

Although a plaintiff must allege the “the time, place and content of the false misrepresentation(s), the fact(s) misrepresented and what was obtained or given up as a consequence of the fraud,” the heightened pleading standard of Rule 9(b) may be “relaxed” where the “circumstances of the alleged fraud are peculiarly within the defendant’s knowledge or control.” See e.g. *Peskoff v. Faber*, 230 F.R.D. 25, 30 (D.D.C. 2005) (emphasis added). Where a plaintiff alleges some fraudulent conduct and some non-

1 fraudulent conduct, the Rule 9(b) standard applies only to the allegations of fraudulent  
2 conduct. **Moreover, allegations of knowledge of falsity and intent to induce reliance**  
3 **may be alleged generally.** *Cheapskate Charlie's LLC v. Louisiana-Pac. Corp.*, 13-CV-  
4 05888-JCS, 2014 WL 2880426 (N.D. Cal. June 24, 2014) (fraud sufficiently pled). The  
5 intent to defraud may be inferred from a defendant's statements and conduct. *United States*  
6 *v. Peters*, 962 F.2d 1410, 1414 (9th Cir.1992). Finally, in alleging fraud, statements of the  
7 "time, place and nature of the alleged fraudulent activities" do suffice; **Rule 9(b) does not**  
8 **require that the plaintiff plead matters best left to discovery or trial.** *Fed. Sav. & Loan*  
9 *Ins. Corp. v. Musacchio*, 695 F. Supp. 1053, 1058 (N.D. Cal. 1988)

10       **3. Plaintiff Has Sufficiently Met These Standards**

11       Here, in the Complaint, Plaintiff has stated the who, what, when, and where, and the  
12 extent of damages caused by Defendant.<sup>3</sup> Plaintiff's claims are not, as Defendant alleges,  
13 simply that Defendant and his partners undercapitalized some entities, making them unable  
14 to respond to a money judgment, or that Plaintiff invested in business ventures gone wrong  
15 (Opposition, p. 8, l. 14-19) – but that Defendant made affirmative misrepresentations to  
16 Plaintiff, on which Plaintiff relied upon, to get him to give him money (as loans and  
17 investments for "projects" that did not exist in reality), and then, turned around and  
18 pocketed those moneys for personal use, such as other business ventures, a property in  
19 Arizona, antique rugs and a Rolex watch, among other things. Significantly, Defendant had  
20 not disclosed these assets in his bankruptcy proceedings.

21       The Complaint has allegations spelling out the misrepresentations made by  
22 Defendant Etesamnia (as opposed to other parties included in the State Court Action);  
23 confirming Etesamnia falsely showed Plaintiff coin samples to make him believe there was  
24

25       <sup>3</sup> Since, as of the filing of the Adversary Action, the State Court case with Jalinous Nehouray and  
26 the other defendants had not yet been resolved, Plaintiff had no choice but to mention their names  
27 in the Adversary Action (so as not to prejudice his State Court action). As such, to the extent this  
28 case is not stayed and leave to amend is granted, Plaintiff can now withdraw the alter ego and  
other superfluous allegations. Further, in light of the settlement, Plaintiff has become aware of  
other parties who worked with Defendant Etesamnia, whom Plaintiff seeks to Doe into the State  
Court Complaint.

1 progress on the phantom “projects” to get Plaintiff to get him more money; and that he  
2 showed Plaintiff financial statements and other documents he prepared to specify the  
3 alleged amounts needed and the profitability of the “phantom” projects. Since Defendant  
4 himself prepared, and showed Plaintiff these documents, he already has notice of their  
5 content. *Gottreich, supra*, 552 F.2d 866, 866 (9th Cir.1977) (heightened pleading standard  
6 of Rule 9(b) may be “relaxed” where “circumstances of the alleged fraud are peculiarly  
7 within the defendant’s knowledge or are readily obtainable by him.”).

8 Significantly, if the purpose of the particularity is to give sufficient notice to allow  
9 Defendant to respond to the Complaint, here, Defendant clearly had sufficient notice to  
10 respond as he: 1) filed an Answer in the State Court Action, and 2) had already filed an  
11 Answer in this Adversary Action. See Exhibit 4; *Gottreich* at 866 (pleading “is sufficient  
12 under Rule 9(b) if it identifies ‘the circumstances constituting fraud so that the defendant  
13 can prepare an adequate answer from the allegations.’”); *Fed. Sav. & Loan Ins. Corp. v.  
14 Musacchio*, 695 F. Supp. 1053, 1058 (N.D. Cal. 1988)

15 **B. PLAINTIFF HAS SUFFICIENTLY STATED HIS CLAIMS UNDER 11 U.S.C.**  
16 **SECTIONS 523a(2)(A), 523a(2)(B), 523a(3)(B); AND 523a(6)**

17 Plaintiff’s claims arise out of Section 523a(2)(A) and (B), for money, property,  
18 services, or an extension, renewal, or refinancing of credit, to the extent obtained by false  
19 pretenses, a false representation, or actual fraud, other than a statement respecting the  
20 Defendant’s or an insider’s financial condition; as well as use of a statement in writing, that  
21 is materially false; respecting the Defendant’s or an insider’s financial condition; on which  
22 the creditor to whom the Defendant is liable for such money, property, services, or credit  
23 reasonably relied; and that the Defendant caused to be made or published with intent to  
24 deceive. Further, Plaintiff’s claims arise out of Sections 523a(3)(B) (failure to list claimant)  
25 and (6) (willful and malicious injury by the Defendant). With respect to a fraud claim, as  
26 stated by the Supreme Court *Field v. Mans*, 516 U.S. 59, 61 (1995):

27 The Bankruptcy Code’s provisions for discharge stop short of certain debts resulting  
28 from “false pretenses, a false representation, or actual fraud.” 11 U.S.C. §  
523(a)(2)(A). In this case we consider the level of a creditor’s reliance on a

1 fraudulent misrepresentation necessary to place a debt thus beyond release. While  
2 the Court of Appeals followed a rule requiring reasonable reliance on the statement,  
3 we hold the standard to be the less demanding one of justifiable reliance and  
4 accordingly vacate and remand.

5 With respect to Defendant's use of corporations to commit fraud and injury, the  
6 Court in *In re Porter*, Bankr. L. Rep. P 75846 (C.C.H.), 1994 WL 16797185, held:

7 A Defendant can be personally liable for damages resulting from fraudulent  
8 misrepresentations committed on behalf of a corporation, which cause of action is  
9 independent of any breach of contract claim that the plaintiffs may have against the  
10 corporation. A corporate officer is not insulated from personal liability for tortious  
11 conduct which causes injury to another merely because the act was committed  
12 within the scope of the officer's employment. The fact that the Defendant did not  
13 personally receive any money is irrelevant in establishing liability for damages  
14 arising from a willful injury. The complaint sought a determination that the debt was  
15 nondischargeable based on fraud, and sufficient facts were alleged in the complaint  
16 to defeat the Defendant's motion for dismissal for failure to state a claim. See Sec.  
17 523(a)(2), (a)(4) and (a)(6)

18 There, relying on California law, the Court found:

19 The general rule is that corporate officers or agents are personally liable for those  
20 torts which they personally commit, or which they inspire or participate in, even  
21 though performed in the name of an artificial body. *Fletcher v. Western Nat. Life Ins.*  
22 Co., 10 Cal. App. 3d 376 (1970) ..." and "to make an officer or corporation liable for  
23 the negligence of the corporation there must have been upon his part such a breach  
24 of duty as contributed to, or helped to bring about, the injury; he must have been a  
25 participant in the wrongful act.

26 *In re Porter*, *supra* (emphasis added) (in denying a Motion to Dismiss).

27 Here, due to Defendant's false representations, Plaintiff gave him the funds  
28 requested. As explained above, the Complaint sets forth the place, time, misrepre-  
sentations, Plaintiff's reliance thereon, Defendant's intent to defraud Plaintiff to take his  
money, and Plaintiff's damages. See Second Amended Complaint. Plaintiff reasonably  
relied on Defendant's statement of the financial need and profitability of these phantom  
"projects" – orally and in writing – which were used to induce Plaintiff to "invest" with and  
loan money to him. Defendant's acts were made even more willful, malicious and egregious  
since Defendant knew that while he was engaged in defrauding Plaintiff, Plaintiff was the  
sole caretaker of not just his cancer ridden father, but also Plaintiff's cancer ridden brother.

With respect to Section 523a(3), Defendant admits in his Motion that Plaintiff was not “listed nor scheduled” to allow Plaintiff to file a proof of claim. In this instance, although Defendant knew of Plaintiff’s claims and demands, he continued to ignore them, while filing for bankruptcy without Plaintiff’s knowledge. This Court found this as well when it determined at the July 18, 2013 hearing that “Movant never had notice of this bankruptcy case until very late in the game, and based on the statute, has the right now to bring this claim for the reason that Movant had inadequate notice to bring the claim on a timely basis with the confines of the normal rules, with respect to nondischargeability.”

Defendant’s reliance on *Lancaster Cnty. Hosp. v. Antelope Valley Hosp. Dist.*, 940 F. 2d 397, 405 (9th Cir. 1991) is misplaced as the case is inapposite to this case. There, the case involved mail fraud, and among other things, plaintiff could not establish the “mail” was used for the fraudulent activities since the packages at issue were “hand delivered.” Here, Plaintiff’s allegations are sufficiently pled. For example, the Court in *California Pharmacy Mgmt., LLC v. Zenith Ins. Co.*, 669 F. Supp. 2d 1152 (C.D. Cal. 2009), found:

As an initial matter, the Court recognizes that the SAC’s allegations are narrow as to the precipitating conduct but expansive as to the manner in which Defendants effectuated their alleged fraud. In relevant part, CPM alleges that Defendants, in conjunction with other insurers and claims administrators, devised a “preplanned scheme to defraud CPM and destroy it and its physicians in-office medication dispensing program.” SAC ¶ 29. The SAC’s allegations as to the “lulling” conduct that accompanied this preplanned scheme do not, in fact, provide the specific time and date of such acts of fraud. However, Defendants neglect to acknowledge that the SAC alleges fraudulent conduct in objecting to over 800 bills and liens for medications, as well as the numerous overlapping correspondence concerning such bills and liens. See *id.* The SAC does, in sufficient detail, provide the content of the “lulling” communications, including, but not limited to, Defendants’ alleged representation that their objections were “business-as-usual” and that Defendants intended to “resolv[e] the objections in good faith.” *Id.* Moreover, the Court reads the SAC as alleging that the misrepresentations were fraudulent both individually and in the aggregate and CPM specifies that the alleged fraudulent acts occurred within one year of the filing of the SAC. *Id.* .... As previously mentioned, the SAC discusses Defendants’ claims to be negotiating with CPM in good faith, their alleged misrepresentation as to the nature of their objections, and, ultimately, the specific amounts they offered to settle CPM’s claims. See SAC ¶¶ 28–29. **While the SAC does not provide factual specificity as to the time and place of the over 800 alleged objections lodged by Defendants, none of Defendants’ cited**

authorities suggest that such a disclosure would be necessary to survive a Rule 9(b) inquiry. Indeed, as Moore notes, Defendants, as the alleged authors of the communications in question, are well aware of their time and place. CPM has alleged that Defendants misrepresented their intent and capability over a one year time period leading up to the filing of the SAC. Accordingly, the Court finds that the SAC's allegations are sufficiently particular so as to satisfy Plaintiff's Rule 9(b) obligations.

*California Pharmacy at 1159-1160.*

Plaintiff respectfully submits his allegations are not "bare assertions," as Defendant claims, but rather, taken in totality, show the nature of misrepresentations and scheme to deprive Plaintiff of his money, not for legitimate business expenses, but rather for Defendant's own personal use and benefit, including down payment towards a property in Arizona, Rolex watch, and other business ventures. Moreover, as a basis for his Motion, Defendant improperly parses out 5-6 sentences out of the Complaint, and fails to consider the Complaint as a whole. See *Braden v. Wal-Mart Stores, Inc.*, 588 F.3d 585, 596 (8th Cir. 2009) (complaint should be read as whole, not parsed piece by piece, to determine whether each allegation, in isolation, is plausible). Plaintiff also respectfully submits *Ashcroft v. Iqbal* (2009) 556 U.S. 662 is inapposite to the case at hand, as in that case, the Court held "Even if the complaint's well-pleaded facts gave rise to a plausible inference that Iqbal's arrest was the result of unconstitutional discrimination, that inference alone would not entitle him to relief: His claims against petitioners rest solely on their ostensible policy of holding detainees categorized as "of high interest," but the complaint does not contain facts plausibly showing that their policy was based on discriminatory factors." *Id.* at 663-64. There, the Court found the allegations of discriminatory acts would be "bare allegations" since, in essence, those acts are part of a policy re holding detainees of "high interest" with respect to their terrorist actions – rather than "discrimination." *Id.* Using that focal point, however, the Court did state that determining whether a complaint states a plausible claim is context-specific, requiring the reviewing court to draw on its experience and common sense. *Id.* In this instance, Plaintiff respectfully requests the Court consider the context of Defendant's misrepresentations, and the fact that there was not a single viable proof the money he gave to Defendant was used as it was represented or intended. Accordingly,

1 Plaintiff respectfully requests the Court deny Defendant's Motion, or alternatively, stay this  
2 action until the State Court case is completed, pursuant to the Court's own Order.  
3

4 **C. LEAVE TO AMEND SHOULD BE GRANTED**

5 Plaintiff respectfully submits that to the extent there is any basis for granting  
6 Defendant's Motion, Plaintiff be given the opportunity to amend to correct any defect,  
7 particularly since subsequent to the settlement in the State Court action, he has obtained,  
8 and is parsing through, further information relevant to his claims against Defendant. See  
9 e.g. *Moyo v. Gomez*, 32 F. 3d 1382, 1386 amended (9th Cir. 1994) ("Under the  
10 circumstances we do not think our liberal amendment rules permit the forfeiture of the  
11 possible claim that Moyo may possess, without affording him an opportunity to amend his  
12 complaint so as to attempt to state that claim"). *Id.*; *Schneider v. California DOC*, 151 F. 3d  
13 1194, 1196 (9th Cir. 1998) (dismissal without leave to amend reversed, and is "improper  
14 unless it is clear the complaint could not be saved by any amendment.").

15 **CONCLUSION**

16 Plaintiff respectfully submits he has sufficiently alleged his claims pursuant to 11  
17 U.S.C. Sections 523a(2)(A), 523a(2)(B), 523a(3)(B); and 523a(6), and requests the Court  
18 deny Defendant's Motion to Dismiss, and/or alternatively, allow for leave to amend to allow  
19 Plaintiff to include the new information gathered by Plaintiff post-settlement, and/or stay the  
20 Adversary Proceeding, pursuant to the Court's own July 22, 2013 Order until the State  
21 Court case is determined on the merits.

22 DATED: October 29, 2014

Respectfully submitted,

23 A|D|Y LAW GROUP, P.C.

24 By: \_\_\_\_\_ /s/

25 A. David Youssefeyeh

26 Attorneys for Creditor and Plaintiff,  
27 KOUROSH MALEKAN

1                   **DECLARATION OF A. DAVID YOUSSEFYEH**

2                   I, A. David Youssefyeh, hereby declare:

3       1. I am a shareholder at ADY Law Group, P.C., counsel for Plaintiff Kourosh Malekan.

4       The matters stated herein are known to me personally, and if asked, I could and would  
5       testify to same.

6       2. At this juncture of the case, Defendant has Answered the State Court Complaint  
7       arising out of the same facts without contesting the sufficiency of the allegations, and the  
8       parties are now proceeding with discovery. Attached hereto as Exhibit 1 is a true and  
9       correct copy of Defendant's State Court Answer.

10      3. Plaintiff's Motion for Good Faith Settlement on his \$100,000 settlement with the co-  
11     Defendants of Defendant was just approved by the State Court, and as part of the  
12     settlement, Plaintiff obtained and is obtaining additional documents and facts which have  
13     bearing on the claims against Defendant; for example, Plaintiff has learned Defendant  
14     improperly used Plaintiff's moneys that he obtained through fraud towards the payment of  
15     an investment property in Arizona, as well as other entities, including one called  
16     International Mint. Attached hereto as Exhibit 2 is a true and correct copy of the Court's  
17     Order re Settlement.

18      4. Significantly, upon reviewing Defendant's list of assets in conjunction with his  
19     bankruptcy filing, none of these funds and properties which Defendant held was accounted  
20     for in his bankruptcy filings.

21      5. On July 22, 2013, the Court issued an Order that "Movant may proceed in the non-  
22     bankruptcy forum to final judgment (including any appeals) in accordance with applicable  
23     nonbankruptcy law, notwithstanding the automatic stay or the Defendant's discharge. The  
24     dischargeability status of the claims of Movant against the Defendant will be decided at a  
25     later time by the bankruptcy court following final judgment on the underlying state court  
26     case, pursuant to Movant's non-dischargeability complaint filed against Defendant on  
27     or about July 17, 2013. Said nondischargeability complaint will be temporarily stayed by  
28     this Court pursuant to separate order in that proceeding, pending final judgment in the state

1 court action." Attached hereto as Exhibit 3 is a true and correct copy of this Court's Order.  
2

3 6. On October 8, 2013, Defendant filed an Answer to the Adversary Complaint.  
4

5 Attached hereto as Exhibit 4 is a true and correct copy of Defendant's Answer.  
6

7 7. Although the Adversary Case was stayed pursuant to the Court's Order,  
8 nevertheless, Defendant proceeded to file a Motion to Dismiss, which the Court denied on  
9 March 10, 2014. Attached hereto as Exhibit 5 is a true and correct copy of this Court's  
10 Order.  
11

12 I declare under the penalty of perjury of the laws of the United States of California,  
13 the foregoing is true and correct. Executed on 29<sup>th</sup> of October, 2014, in Los Angeles,  
14 California.  
15

16 \_\_\_\_\_ /s/  
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28

A. David Youssefeyeh

# **Exhibit 1**

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

AUG 202013

John A. Clarke, Executive Secretary  
By **N. VALLES** DEPUTY

1 Bruce G. Landau, Esq. (SBN 71588)  
LANDAU & LANDAU  
2 8306 Wilshire Boulevard, Suite 1803  
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3 (310) 838-1507 Phone  
(310) 838-1365 Fax

Attorney for Defendant PETER ETESAMNIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, WEST DISTRICT**

12 KOUROSH MALEKAN, an individual, Case No.: SC 118749  
13 Plaintiff, [ Case Assigned to the Honorable Allan J.  
14 vs. Goodman, Department P]  
15 PETER ETESAMNIA aka PEDRAM DEFENDANT PETER ETESAMNIA'S  
16 ETESAMNIA, an individual; JALINOUS ANSWER TO COMPLAINT  
17 NEHOURAY, an individual; EMPIRE  
18 GLOBAL MINT, INC., a California  
19 corporation; PARS MINT, INC., a California  
20 corporation; DEMETRIUS NAVARRO, an  
Individual; D STREET FILMS, LLC, a  
California limited liability company; and  
DOES 1-10,  
21 Defendants. Complaint filed 5/20/2013

23 Defendant PETER ETESAMNIA for himself, and for no other defendant, hereby answers  
24 the Complaint by KOUROSH MALEKAN as follows:

## **GENERAL DENIAL**

Pursuant to the provisions of Code of Civil Procedure Section 431.30 the answering Defendant denies each and every allegation of the Complaint, generally and specifically, and

1 Defendant further denies that Plaintiff has been or will be damaged in any amount or at all,  
2 because of any act, error or omission on the part of Defendant.

3 **AFFIRMATIVE DEFENSES**

4 Without admitting any facts alleged in the Complaint, and without admitting he has the  
5 burden of production or proof with respect to any such defense, Defendant also pleads the  
6 following separate and affirmative defenses to the Complaint:

7 **FIRST AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 8 1. The Complaint fails to state sufficient facts to constitute a cause of action against this  
9 answering Defendant.

10 **SECOND AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 11 2. Defendant alleges that he acted in good faith and did not directly or indirectly perform  
12 any acts or fail to perform any acts whatsoever which would constitute a violation of duty  
13 or breach of duty, if any, owed to Plaintiff by Defendant sounding in either contract or  
14 tort.

15 **THIRD AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 16 3. Any duty or obligation, contractual or otherwise, that Plaintiff claims is owed to him by  
17 Defendant has been fully performed, satisfied and/or discharged.

18 **FOURTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 19 4. Plaintiff's Complaint is so vague, ambiguous, unintelligible, uncertain and indefinite that  
20 Defendant is unable to understand the full nature and character of the allegations and  
21 Defendant is thereby prejudiced in ascertaining all defenses that may be available to  
22 them.

23 **FIFTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 24 5. To the extent discovery will disclose information unknown to Defendant at the time of  
25 the alleged incident Plaintiff is barred by the after-acquired evidence doctrine.

26 **SIXTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 27 6. Plaintiff's claims are barred by Plaintiff's own conduct which prevented or excused  
28 Defendant's performance of obligations alleged in the Complaint.

1                   **SEVENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 2     7. Plaintiff's Complaint fails to set forth any facts that would entitle Plaintiff to an award of  
3       attorney's fees for any cause of action contained therein.

4                   **EIGHTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 5     8. Plaintiff's claims are barred because any obligation Defendant may have had was  
6       extinguished or satisfied by performance.

7                   **NINTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 8     9. Defendant claims the right to set-off against Plaintiff's claim, in whole or in part.

9                   **TENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 10    10. If any injury, damage or loss alleged in the Complaint was suffered or sustained, said  
11      loss, damage and injury was proximately caused and contributed to by persons other than  
12      this answering Defendant, including, but not limited to, Doe Defendants. The liability of  
13      all defendants and responsible parties, named or unnamed, should be apportioned  
14      according to their relative degrees of fault, and the liability of this answering Defendant  
15      should be reduced accordingly.

16                   **ELEVENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 17    11. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to name, serve  
18      and join all indispensable parties to this action.

19                   **TWELFTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 20    12. Plaintiff's recovery would constitute an unjust enrichment.

21                   **THIRTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 22    13. Defendant alleges he was privileged in his action or inaction so as to bar recovery in this  
23      matter.

24                   **FOURTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 25    14. The Complaint is barred because Defendant's conduct was justified.

26                   **FIFTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

- 27    15. Plaintiff's claims are barred as he wrongfully repudiated and breached the contract that is  
28      the subject of his causes of action.

1                   **SIXTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

2         16. This answering Defendant asserts that he did not materially do anything or fail to do  
3                   anything that caused any conduct, injury or damage alleged in the Complaint.

4                   **SEVENTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

5         17. If Plaintiff suffered or sustained any loss, damage or injury as alleged in the Complaint,  
6                   such loss, damage or injury was proximately caused and contributed to by Plaintiff and/or  
7                   Plaintiff's authorized agents in failing to conduct themselves in a manner ordinarily  
8                   expected of a reasonably prudent person in the conduct of his affairs and person. Plaintiff  
9                   is therefore barred entirely from recovery against Defendants.

10                  **EIGHTEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

11         18. Plaintiff's Complaint is barred, in whole or in part, as the Defendant was not provided a  
12                   reasonable opportunity to cure the complained of breach, if any.

13                  **NINETEENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

14         19. All conduct and activity of Defendant alleged in the Complaint was done in good faith  
15                   and conformed to all laws and government regulations based upon the state of knowledge  
16                   that existed at the relevant times.

17                  **TWENTIETH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

18         20. The Complaint, and each cause of action contained therein, is barred by virtue of the  
19                   failure of a condition precedent or subsequent to the performance of Defendant under any  
20                   agreement.

21                  **TWENTY-FIRST AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

22         21. Defendant did not engage in any prohibited act.

23                  **TWENTY-SECOND AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

24         22. If Plaintiff suffered or sustained any loss, injury or damage as alleged in the Complaint,  
25                   such loss, injury or damage was caused by the wrongful conduct of others, which  
26                   constitutes an intervening and superseding cause so as to preclude any recovery against  
27                   Defendant.

28         ///

1           **TWENTY-THIRD AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

2       23. Defendant alleges that any action or inaction by Defendants was excused.

3           **TWENTY-FOURTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

4       24. All or portions of Plaintiff's claims are barred by the applicable statutes of limitations.

5           **TWENTY-FIFTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

6       25. Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein,  
7           is barred in whole or in part by Plaintiff's own contributory and/or comparative fault.

8           **TWENTY-SIXTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

9       26. Plaintiff's claims are barred in whole or in part by the doctrine of unclean hands.

10           **TWENTY-SEVENTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

11       27. The Complaint is barred by the doctrine of laches in that the Plaintiff inexcusably and  
12           unreasonably delayed providing notice of any purported wrongful conduct at-issue as  
13           well as filed the Complaint without providing notice to Defendant of what wrongful  
14           conduct is purportedly at-issue, all to the prejudice of Defendant.

15           **TWENTY-EIGHTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

16       28. Plaintiff's claims are barred in whole or in part by the doctrine of waiver.

17           **TWENTY-NINTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

18       29. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel.

19           **THIRTIETH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

20       30. Plaintiff failed to exercise reasonable diligence to mitigate his damages, and any damages  
21           to which Plaintiff might be entitled must be reduced or denied accordingly.

22           **THIRTY-FIRST AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

23       31. The Complaint does not describe the claims or facts alleged with sufficient particularity  
24           to permit Defendant to ascertain what other defenses may exist. Defendant will rely on  
25           any and all further defenses that become available or appear during discovery in this  
26           action and specifically Defendant reserves the right to amend this Answer for purposes of  
27           asserting such additional affirmative defenses.

28       ///

1           **THIRTY-SECOND AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

2       32. Plaintiff has suffered no recoverable damages as a result of the matters alleged in the  
3           Complaint.

4           **THIRTY-THIRD AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

5       33. Plaintiff's claims are barred in whole or in part by virtue of the fact that any conduct by  
6           Defendant was consented to or ratified by Plaintiff.

7           **THIRTY-FOURTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

8       34. The actions alleged in the complaint, if and to the extent they occurred, were taken in  
9           good faith and were a lawful exercise of sound discretion and Defendant's legal rights.

10          **THIRTY-FIFTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

11       35. Plaintiff's claims alleged in the complaint are barred by the Statute of Frauds.

12          **THIRTY-SIXTH AFFIRMATIVE DEFENSE TO ALL CAUSES OF ACTION**

13       36. Defendant alleges that he may have additional defenses that cannot be articulated due to  
14           Plaintiff's failure to particularize his claims and due to Plaintiff's failure to provide more  
15           specific information concerning the nature of the claims. Defendant therefore reserves the  
16           right to assert additional defenses upon further particularization of Plaintiff's claims,  
17           upon examination of any documents provided, upon discovery of further information  
18           concerning the alleged damage claims and claims for costs, and upon the development of  
19           other pertinent information.

20           WHEREFORE, Defendant prays for judgment as follows:

- 21       1. That Plaintiff take nothing by his Complaint;
- 22       2. That Defendant be awarded attorneys' fees and costs incurred in the defense of this action;  
23           and
- 24       3. For such other and further relief as the Court deems just and proper.

25       DATED: August 16, 2013

LANDAU & LANDAU

26           By: 

27           Bruce G. Landau  
28           Attorneys for Defendant PETER  
                 ETESAMNIA

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the COUNTY of LOS ANGELES, STATE of CALIFORNIA. I am over the age of 18 and not a party to the within action; my business address is Landau & Landau, 8306 Wilshire Boulevard, #1803, Beverly Hills, California 90211.

On August 16, 2013, I served the foregoing document(s) described as  
**DEFENDANT PETER ETESAMNIA'S ANSWER TO COMPLAINT**  
in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Attorney for Plaintiff:  
David Youssefyeoh, Esq.  
Liza Youssefyeoh, Esq.  
ADY Law Group, P.C.  
1925 Century Park East, Suite 1380  
Los Angeles, CA 90067

- [XX] **BY MAIL:** I am readily familiar with my firm's or other business' practice for the collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service that same day. I placed true copies of the above-entitled document in envelopes addressed as shown above and sealed and placed them for collection and mailing on the date stated above, following ordinary business practices.

[ ] **BY PERSONAL SERVICE:** I caused such envelopes to be delivered by hand to the addressee(s) above.

[ ] **BY FEDERAL EXPRESS:** I caused said envelope(s) to be sent by Federal Express to the addressee(s) on the attached service list.

[ ] **BY TELECOPIER:** In addition to the above service by mail, hand delivery, or Federal Express, I caused said document(s) to be transmitted by telecopier at approximately \_\_\_\_\_ a.m./p.m. to the addressee(s) on the attached service list as marked with a ^^.^.

[xx] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 16, 2013 at Los Angeles, California.

NICOLE M. RIESGO

## **Exhibit 2**

1 Navid Yadegar, SBN 205315  
1 YADEGAR, MINOOFAR & SOLEYMANI LLP  
2 1875 Century Park East, Suite 1240  
2 Los Angeles, CA 90067-3206  
3 Telephone: (310) 499-0140  
3 Facsimile: (888) 667-9576

4 *Attorneys for Defendants*  
4 *JALINOUS NEHOURAY, PARS MINT, INC.*  
5 *and EMPIRE GLOBAL MINT, INC.*

6

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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES - WESTERN DISTRICT**

10 KOUROSH MALEKAN, AN INDIVIDUAL,

11 PLAINTIFF,

12 VS.

13 PETER ETESAMNIA AKA PEDRAM  
14 ETESAMNIA, AN INDIVIDUAL;  
14 JALINOUS NEHOURAY, AN  
15 INDIVIDUAL; EMPIRE GLOBAL MINT,  
15 INC., A CALIFORNIA CORPORATION;  
16 PARS MINT, INC., A CALIFORNIA  
16 CORPORATION; DEMETRIUS NAVARRO,  
17 AN INDIVIDUAL; D STREET FILMS, LLC,  
17 A CALIFORNIA LIMITED LIABILITY  
18 COMPANY; AND DOES 1-10,

19 DEFENDANTS.

CASE NO. SC118749

[Honorable Allan J. Goodman; Dept. P]

**NOTICE OF RULING REGARDING THE  
SETTLING PARTIES' MOTION TO  
DETERMINE GOOD FAITH OF THEIR  
SETTLEMENT WITH PLAINTIFF**

**DATE: OCTOBER 23, 2014**

**TIME: 8:30 A.M.**

**DEPT. I**

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1 TO ALL PARTIES AND THEIR COUNSEL FO RECORD:

2 PLEASE TAKE NOTICE that on October 23, 2014 at 8:30 a.m., in the above-referenced  
3 court, before the Honorable H. Chester Horn, Jr., Department I, the Motion to Determine Good  
4 Faith of Settlement by Plaintiff and Defendants, Jalinous Nehouray, Pars Mint, Inc., and Empire  
5 Global Mint, Inc., came before the Court for a hearing. After considering the moving papers, the  
6 opposing papers and the reply papers, the Court issued a tentative decision, a true and correct copy  
7 of which is attached hereto as Exhibit 1. All Parties submitted on the Court's tentative ruling.  
8 The Court entered the Minute Order, adopting the tentative and granting the Motion, as set forth in  
9 Exhibit 1.

10  
11 DATED: October 23, 2014

YADEGAR, MINOOFAR & SOLEYMANI LLP

12 By: \_\_\_\_\_  
13 Navid Yadegar  
14 Attorneys for Jalinous Nehouray, Pars Mint, Inc., and  
Empire Global Mint, Inc.

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## **Exhibit 3**

Attorney or Party Name, Address, Telephone & FAX Nos, State Bar No. & Email Address  Joseph E. Caceres, Esq. (SBN 169164) Charles Shamash, Esq. (SBN 178110) Caceres & Shamash, LLP 8200 Wilshire Boulevard, Suite 400 Beverly Hills, California 90211 Telephone: (310) 205-3400 Facsimile: (310) 878-8308 Email: jec@locs.com  <input type="checkbox"/> Individual appearing without counsel <input checked="" type="checkbox"/> Attorney for: KOUROSH MALEKAN	FOR COURT USE ONLY  <div style="border: 1px solid black; padding: 5px; text-align: center;"><b>FILED &amp; ENTERED</b>  <b>JUL 22 2013</b>  CLERK U.S. BANKRUPTCY COURT Central District of California BY toliver DEPUTY CLERK</div>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  PETER PEDROM ETESAMNIA,	  <b>CHAPTER:</b> 7 <b>CASE NO.:</b> 2:12-bk-43661-TD  <b>DATE:</b> July 18, 2013 <b>TIME:</b> 10:00 a.m. <b>CTRM:</b> 1345 <b>FLOOR:</b> 13th  Debtor(s).

**ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER 11 U.S.C. § 362 (Action in Non-bankruptcy Forum)  
(MOVANT: KOUROSH MALEKAN)**

1. The Motion was:  Contested  Uncontested  Settled by stipulation

2. The Motion affects the following non-bankruptcy case or administrative proceeding:

Case name: *Kourosh Malekan vs. Peter Etesamnia aka Pedram Etesamnia, et. al.*

Docket number: *SC118749*

Court or agency where pending: *L.A. Superior Court, West District*

3. The Motion is granted under:  11 U.S.C. § 362(d)(1)  11 U.S.C. § 362(d)(2)

4. As to Movant, its successors, transferees and assigns ("Movant"), the stay of 11 U.S.C. § 362(a) is:

- a.  Terminated as to Debtor(s) and Debtor's(s') estate.
- b.  Annulled retroactively to the date of the bankruptcy petition filing.
- c.  Modified or conditioned as set forth in Exhibit \_\_\_\_\_ to this Order.

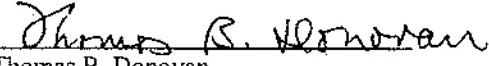
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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

5. Movant may proceed in the non-bankruptcy forum to final judgment (including any appeals) in accordance with applicable non-bankruptcy law, notwithstanding the automatic stay or the debtor's discharge. The dischargeability status of the claims of Movant against the Debtor will be decided at a later time by the bankruptcy court following final judgment on the underlying state court case, pursuant to Movant's non-dischargeability complaint filed against debtor on or about July 17, 2013. Said non-dischargeability complaint will be temporarily stayed by this Court pursuant to separate order in that proceeding, pending final judgment in the state court action.
6. **Limitations on Enforcement of Judgment:** Movant is permitted to enforce its final judgment only by (*specify all that apply*):
  - a.  Collecting upon any available insurance in accordance with applicable non-bankruptcy law.
  - b.  Proceeding against the Debtor(s) as to NON-estate property or earnings.
7. This Court further orders as follows:
  - a.  This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
  - b.  The 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.
  - c.  The provisions set forth in the Extraordinary Relief Attachment shall also apply (*attach Optional Form F 4001-1O.ER*).
  - d.  See attached continuation page for additional provisions.

###

Date: July 22, 2013

  
Thomas B. Donovan  
United States Bankruptcy Judge

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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

## NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled: **ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (Action in Non-bankruptcy Forum)** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner stated below:

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of (date) 07/18/13, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

- Joseph Caceres jec@locs.com, generalbox@locs.com
- Edmond Nassirzadeh ed@nasslawfirm.com, ecfbestcase@gmail.com
- Jason M Rund (TR) trustee@srlawyers.com, jrund@ecf.epiqsystems.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- A David Youssefeyeh david@adylaw.com

Service information continued on attached page

**2. SERVED BY THE COURT VIA UNITED STATES MAIL:** A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses stated below:

**Debtor:**

Peter Pedrom Etesamnia  
9726 Mel Dar Avenue  
Downey, CA 90240

Service information continued on attached page

**3. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

Service information continued on attached page

## **Exhibit 4**

1 Edmond Nassirzadeh, Esq. SBN 201833  
2 **NASS LAW FIRM**  
3 9454 Wilshire Blvd., Suite 700  
4 Beverly Hills, California 90212  
5 Tel: 310-858-7755  
6 Fax: (310) 858-2255  
7 ed@nasslawfirm.com

8  
9 Attorney for Debtor and Defendant,  
10 PETER PEDROM ETESAMNIA

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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re ) Bankruptcy Case No.: 2:12-bk-43661-TD  
PETER PEDROM ETESAMNIA, ) Adversary Case No.: 2:13-ap-01695-TD  
Debtor )  
Kourosh Malekan, ) DEFENDANT PETER P.  
Plaintiff, ) ETESAMNIA'S ANSWER TO  
vs. ) ADVERSARY COMPLAINT  
PETER PEDROM ETESAMNIA )  
Defendant. )  
\_\_\_\_\_  
26  
27  
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COMES NOW, Defendant PETER PEDROM ETESAMNIA (hereinafter referred to as "Debtor" and/or "Defendant"), by and through his attorney of record, answers the Complaint filed herein by Plaintiff as follows:

1       1. Responding to Paragraph 1 of the Complaint, the Defendant Admits that the  
2 Court has jurisdiction to hear this matter.

3       2. Responding to Paragraph 2 of the Complaint, the Defendant Admits that  
4 Court has personal jurisdiction over the Defendant.

5       3. Responding to Paragraph 3 of the Complaint, the Defendant Admits that the  
6 Venue is proper in this District.

7       4. Responding to Paragraph 4 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11       5. Responding to Paragraph 5 of the Complaint, the Defendant Admits that his is  
12 an individual residing in the County of Los Angeles, State of California.

13       6. Responding to Paragraph 6 of the Complaint, the Defendant is without  
14 sufficient knowledge or information to form a belief as to the truth of the allegations  
15 contained in said paragraph, and on that basis denies each and every allegation contained  
16 therein.

17       7. Responding to Paragraph 7 of the Complaint, the Defendant is without  
18 sufficient knowledge or information to form a belief as to the truth of the allegations  
19 contained in said paragraph, and on that basis denies each and every allegation contained  
20 therein.

21       8. Responding to Paragraph 8 of the Complaint, the Defendant is without  
22 sufficient knowledge or information to form a belief as to the truth of the allegations  
23 contained in said paragraph, and on that basis denies each and every allegation contained  
24 therein.

25       9. Responding to Paragraph 9 of the Complaint, the Defendant is without  
26 sufficient knowledge or information to form a belief as to the truth of the allegations  
27 contained in said paragraph, and on that basis denies each and every allegation contained  
28 therein.

1       10. Responding to Paragraph 10 of the Complaint, the Defendant is without  
2 sufficient knowledge or information to form a belief as to the truth of the allegations  
3 contained in said paragraph, and on that basis denies each and every allegation contained  
4 therein.

5       11. Responding to Paragraph 11 of the Complaint, the Defendant is without  
6 sufficient knowledge or information to form a belief as to the truth of the allegations  
7 contained in said paragraph, and on that basis denies each and every allegation contained  
8 therein.

9       12. Responding to Paragraph 12 of the Complaint, the Defendant is without  
10 sufficient knowledge or information to form a belief as to the truth of the allegations  
11 contained in said paragraph, and on that basis denies each and every allegation contained  
12 therein.

13       13. Responding to Paragraph 13 of the Complaint, the Defendant Admits the facts  
14 stated within said paragraph of the Complaint.

15       14. Responding to Paragraph 4 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19       15. Responding to Paragraph 15 of the Complaint, the Defendant Admits that  
20 Plaintiff was not listed as a creditor of Defendant in the original schedules that Defendant  
21 filed with the Court, but Denies that Plaintiff was not aware of the Bankruptcy Petition.

22       16. Responding to Paragraph 16 of the Complaint, the Defendant is without  
23 sufficient knowledge or information to form a belief as to the truth of the allegations  
24 contained in said paragraph, and on that basis denies each and every allegation contained  
25 therein.

26       17. Responding to Paragraph 17 of the Complaint, the Defendant is without  
27 sufficient knowledge or information to form a belief as to the truth of the allegations  
28

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       18. Responding to Paragraph 18 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       19. Responding to Paragraph 19 of the Complaint, the Defendant Denies the facts  
8 stated within said paragraph of the Complaint.

9       20. Responding to Paragraph 20 of the Complaint, the Defendant Denies the facts  
10 stated within said paragraph of the Complaint.

11       21. Responding to Paragraph 21 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15       22. Responding to Paragraph 22 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19       23. Responding to Paragraph 23 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23       24. Responding to Paragraph 24 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27       25. Responding to Paragraph 25 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       26. Responding to Paragraph 27 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       27. Responding to Paragraph 27 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11       28. Responding to Paragraph 28 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15       29. Responding to Paragraph 29 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19       30. Responding to Paragraph 30 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23       31. Responding to Paragraph 31 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27       32. Responding to Paragraph 32 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       33. Responding to Paragraph 33 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       34. Responding to Paragraph 34 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11       35. Responding to Paragraph 35 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15       36. Responding to Paragraph 36 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19       37. Responding to Paragraph 37 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23       38. Responding to Paragraph 38 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27       39. Responding to Paragraph 39 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       40. Responding to Paragraph 40 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       41. Responding to Paragraph 41 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11      42. Responding to Paragraph 18 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15      43. Responding to Paragraph 43 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19      44. Responding to Paragraph 44 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23      45. Responding to Paragraph 45 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27      46. Responding to Paragraph 46 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       47. Responding to Paragraph 47 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       48. Responding to Paragraph 48 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11      49. Responding to Paragraph 49 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15      50. Responding to Paragraph 50 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19      51. Responding to Paragraph 51 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23      52. Responding to Paragraph 52 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27      53. Responding to Paragraph 53 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained  
2 therein.

3       54. Responding to Paragraph 54 of the Complaint, the Defendant is without  
4 sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained in said paragraph, and on that basis denies each and every allegation contained  
6 therein.

7       55. Responding to Paragraph 55 of the Complaint, the Defendant is without  
8 sufficient knowledge or information to form a belief as to the truth of the allegations  
9 contained in said paragraph, and on that basis denies each and every allegation contained  
10 therein.

11       56. Responding to Paragraph 56 of the Complaint, the Defendant is without  
12 sufficient knowledge or information to form a belief as to the truth of the allegations  
13 contained in said paragraph, and on that basis denies each and every allegation contained  
14 therein.

15       57. Responding to Paragraph 57 of the Complaint, the Defendant is without  
16 sufficient knowledge or information to form a belief as to the truth of the allegations  
17 contained in said paragraph, and on that basis denies each and every allegation contained  
18 therein.

19       58. Responding to Paragraph 58 of the Complaint, the Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations  
21 contained in said paragraph, and on that basis denies each and every allegation contained  
22 therein.

23       59. Responding to Paragraph 59 of the Complaint, the Defendant is without  
24 sufficient knowledge or information to form a belief as to the truth of the allegations  
25 contained in said paragraph, and on that basis denies each and every allegation contained  
26 therein.

27       60. Responding to Paragraph 60 of the Complaint, the Defendant is without  
28 sufficient knowledge or information to form a belief as to the truth of the allegations

contained in said paragraph, and on that basis denies each and every allegation contained therein.

61. Responding to Paragraph 61 of the Complaint, the Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

62. Responding to Paragraph 62 of the Complaint, the Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

63. Responding to Paragraph 63 of the Complaint, the Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

64. Responding to Paragraph 64 of the Complaint, the Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

65. Responding to Paragraph 65 of the Complaint, the Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

## AFFIRMATIVE DEFENSES

## FIRST AFFIRMATIVE DEFENSE

**(Failure to State a Claim)**

1. Plaintiff fails to allege sufficient facts to state any cause of action for which relief can be granted.

## SECOND AFFIRMATIVE DEFENSE

#### (Unjust Enrichment)

2. Plaintiff would be unjustly enriched if allowed to recover on its Complaint since there is no money due and owing to Plaintiff by Defendant.

### **THIRD AFFIRMATIVE DEFENSE**

**(Waiver)**

3. Plaintiff has waived any and all claims, rights and demands made by Plaintiff in the Complaint due to Plaintiff's failure to timely file such claims.

#### FOURTH AFFIRMATIVE DEFENSE

(Offset/Setoff)

4. Defendant is entitled to an offset of the claims set forth in the Complaint sufficient to diminish or defeat Plaintiff's recovery thereunder, due to monies owed to Defendant by Plaintiff.

## FIFTH AFFIRMATIVE DEFENSE

**(Statute of Frauds)**

5. Defendant alleges that the Contract alleged in the Complaint is invalid because it is not in writing, nor is there any note or memorandum of it, subscribed by Defendant.

## SIXTH AFFIRMATIVE DEFENSE

(Standing)

6. Defendant alleges that Plaintiff has no standing to allege the causes of action outlined the Complaint.

### **SEVENTH AFFIRMATIVE DEFENSE**

**(Recission)**

7. Defendant alleges that Plaintiff and Defendant have rescinded any alleged contract in the Complaint.

## EIGHTH AFFIRMATIVE DEFENSE

#### (Lack of Consideration)

9       8. The agreement alleged in Plaintiff's Complaint is unenforceable due to the fact  
10 that the alleged contract lacks any consideration.

## NINTH AFFIRMATIVE DEFENSE

### (Unclean Hands)

14       9. Plaintiff is precluded from any recovery against the Defendant as Plaintiff  
15 comes into this action with unclean hands and any alleged damages incurred by him are a  
16 result of his wrongful acts and omissions to act.  
17

## TENTH AFFIRMATIVE DEFENSE

(Proximate Cause)

21       10. Any loss, damage or injury allegedly sustained by Plaintiff was actually and  
22 proximately caused by the negligence of Plaintiff and/or employees.

## ELEVENTH AFFIRMATIVE DEFENSE

**(Consent)**

26       11. Defendant alleges Plaintiff's consented, fully and voluntarily, to the alleged  
27 acts or omissions of Defendant which constitutes Plaintiff's alleged cause of action. Said  
28 consent bars or diminishes any recovery by Plaintiff.

TWELFTH AFFIRMATIVE DEFENSE

(Doctrine of Estoppel)

12. The purported cause of action set forth in Plaintiff's Complaint is barred by the doctrine of estoppel.

## THIRTEENTH AFFIRMATIVE DEFENSE

**(Time Barred)**

9       13. Plaintiff's Complaint is time barred and should be dismissed as Plaintiff failed  
10 to file the Adversary Complaint within the required timeline set by statute and further failed  
11 to file a motion to file a late Adversary Complaint.

#### **FOURTEENTH AFFIRMATIVE DEFENSE**

(Reservation of Rights)

14. Defendant had insufficient knowledge or information on which to form a  
15 belief as to whether it may have additional, as yet unstated, affirmative defenses available.  
16 Defendant therefore reserves the right to assert additional affirmative defenses in the event  
17  
18 discovery indicates that they may be appropriate.

**WHEREFORE**, Defendant requests that:

- A. The Third Amended Complaint be dismissed with prejudice or judgment entered in favor of Defendant;
  - B. Plaintiff takes nothing by reason of its Third Amended Complaint herein;

11

1

1 C. This Court award such other relief as may be just and appropriate under the  
2 circumstances  
3

4 Dated: October 8, 2013

**NASS LAW FIRM**

6 By:   
7 Edmond Nassirzadeh, Esq.  
8 Attorney for Debtor and Defendant  
9 PETER PEDROM ETESAMNIA  
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In re <b>Peter Pedrom Etesamnia</b>	Debtor(s).	CHAPTER 7 Bankruptcy Case Number: 2:12-bk-43661-TD Adversary Case Number: 2:13-ap-01695-TD
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**NOTE:** When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
9454 Wilshire Boulevard  
Suite 700  
Beverly Hills, CA 90212

A true and correct copy of the foregoing document described as DEFENDANT PETER P. ETESAMNIA'S ANSWER TO ADVERSARY COMPLAINT will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On October 8, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Bruce G Landau bgl26@aol.com  
Jason M Rund (TR) trustee@srlawyers.com, jrund@ecf.epiqsystems.com  
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov  
A David Youssefeyeh david@adylaw.com

Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On October 8, 2013, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Thomas B. Donovan  
United States Bankruptcy Court - Central District of California  
Edward R. Roybal Federal Building and Courthouse  
255 E. Temple Street, Suite 1352 / Courtroom 1345  
Los Angeles, CA 90012

Service information continued on attached page

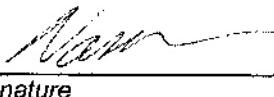
**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on       , I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

October 8, 2013  
Date

Edmond Nassirzadeh Esq.  
Type Name

  
Signature

## **Exhibit 5**

1 Edmond Nassirzadeh, Esq. SBN 201833  
2 **NASS LAW FIRM**  
3 9454 Wilshire Blvd., Suite 700  
4 Beverly Hills, California 90212  
5 Tel: 310-858-7755  
6 Fax: (310) 858-2255  
7 ed@nasslawfirm.com

8 Attorney for Debtor and Defendant,  
9 PETER PEDROM ETESAMNIA

FILED & ENTERED

MAR 10 2014

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY toliver DEPUTY CLERK

10 UNITED STATES BANKRUPTCY COURT

11 CENTRAL DISTRICT OF CALIFORNIA

12 LOS ANGELES DIVISION

13  
14 In re ) Bankruptcy Case No.: 2:12-bk-43661-TD  
15 PETER PEDROM ETESAMNIA, ) Adversary Case No.: 2:13-ap-01695-TD  
16 Debtor )  
17 Kourosh Malekan, ) ORDER DENYING MOTION TO  
18 Plaintiff, ) DISMISS  
19 vs. )  
20 PETER PEDROM ETESAMNIA )  
21 Defendant. )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

Hearing Date:

Date: September 19, 2013

Time: 11:00 a.m.

Courtroom: 1345

255 E. Temple Street  
Los Angeles, California 90012

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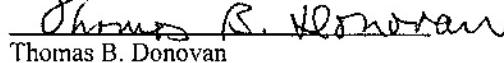
1       The Court having considered Defendant's Motion to Dismiss Adversary Complaint,  
2 orders as follows.

3       IT IS HEREBY ORDERED:

- 4       1.      Defendant's Motion to Dismiss Adversary Complaint is DENIED;

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Date: March 10, 2014

  
Thomas B. Donovan  
United States Bankruptcy Judge

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
1925 Century Park East, Suite 1380, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): Opposition to Motion to Dismiss  
Second Amended Complaint

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 10/29/2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Edmond Nassirzadeh - ed@nasslawfirm.com; Bruce Landau - BLG26@aol.com; Jason M Rund - trustee@srlawyers.com, jrund@ecf.epiqsystems.com; United States Trustee (LA) - ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*)                 , I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 10/29/2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Thomas B. Donovan - 255 E. Temple Street, Courtroom 1345, Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/29/2014 A. David Youssefeyeh  
Date Printed Name

/s/  
Signature